

State of Nevada  
Department of Corrections  
Purchasing/Contracts Division  
5500 Snyder Avenue, Bldg 89  
Carson City, NV 89701



Brian Sandoval  
Governor

James G. Cox  
Director

Department of Corrections  
Request for Proposal No. 201207  
For:

**VENDING MACHINE SERVICES**  
*For Correctional Facilities Located Throughout*  
**THE STATE OF NEVADA**

**Release Date: March 5, 2012**  
**Optional Site Visits: March 19, 2012 – March 23, 2012**  
**Deadline for Submission and Opening Date and Time: APRIL 11, 2012 @ 9:00 AM PST**

For additional information, please contact:  
Christine Phenix, Contract Manager  
(775) 887-3347

**SEE PAGE 18 FOR INSTRUCTIONS ON SUBMITTING PROPOSALS**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

I have read, understand, and agree to all terms and conditions herein: Date \_\_\_\_\_

Signed \_\_\_\_\_ Print Name & Title \_\_\_\_\_

## TABLE OF CONTENTS

Section 1	OVERVIEW OF PROJECT .....	3
Section 2	ACRONYMS/DEFINITIONS.....	3
Section 3	PERFORMANCE REQUIREMENTS (SCOPE OF WORK).....	5
Section 4	LICENSING AND PERMIT REQUIREMENTS .....	12
Section 5	OTHER REQUIREMENTS.....	12
Section 6	OPTIONAL SITE VISIT REQUIREMENTS.....	13
Section 7	BACKGROUND CLEARANCE / SECURITY REGULATIONS .....	14
Section 8	COMPANY BACKGROUND AND REFERENCES .....	15
Section 9	COST .....	17
Section 11	SUBMITTAL INSTRUCTIONS .....	18
	RFP TIMELINE.....	18
Section 12	PROPOSAL EVALUATION AND AWARD PROCESS .....	22
Section 13	TERMS, CONDITIONS AND EXCEPTIONS.....	23
Section 14	SUBMISSION CHECKLIST .....	27
ATTACHMENT A	<i>Certification of Indemnification/Compliance with Terms &amp; Conditions of RFP</i>	28
ATTACHMENT B	<i>Contract for Services of Independent Contractor – Sample Form</i> .....	30
ATTACHMENT BB	<i>Insurance Schedule / Contract Limits</i> .....	38
ATTACHMENT C	<i>Reference Questionnaire</i> .....	41
ATTACHMENT D	<i>NDOC Security Regulations</i> .....	44
ATTACHMENT E	<i>Facility Tour Registration Form</i> .....	45
ATTACHMENT F	<i>Background Clearance Application (DOC560)</i> .....	46
ATTACHMENT G	<i>NDOC Facilities</i> .....	48
ATTACHMENT H	<i>Vending Machine/Inmate Population/Estimated Revenue</i> .....	49
ATTACHMENT I	<i>Optional Site Visit Information</i> .....	53

The Request for Proposal's process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment A (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. **OVERVIEW OF PROJECT**

The purpose of this Request for Proposal (RFP) is to contract with a vendor or multiple vendors who can provide a full range of machine based vending services at correctional facilities located throughout the State. Vending machine services are provided in inmate visiting areas and administrative staff locations and/or offices.

Multiple contract awards may be made as NDOC will consider proposals received by:

- Region (Northern or Southern/Eastern);
- Statewide; or
- Individual Facility.

Interested vendors can attend optional site visits (pre-registration required) of each facility. Please refer to Attachment I for specific site visit dates and times. Refer to Section 6 of this RFP for complete site visit requirements, including pre-registration.

It is the State's intent to enter into a contract or multiple contracts with an independent contractor(s) who can meet the needs of the Department. Contract(s) resulting from this contract will commence effective upon Board of Examiner's approval, anticipated to be June 12, 2012, for a contract term of 4 years (approval – June 30, 2016).

NDOC reserves the right to add and/or delete facilities as applicable (i.e. new facilities, closures, etc).

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Vendor</b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b>Confidential Information</b>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).
<b>Department</b>	Department of Corrections
<b>Evaluation Committee</b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<b>Fiscal Year</b>	Defined as the period beginning July 1 and ending June 30 of the following year.

<b>LOI</b>	Letter of Intent – notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b>Machines - “Visiting”</b>	Vending machines located in the ‘visiting’ areas of each facility.
<b>Machines - “Staff / Employee”</b>	Vending machines located in ‘staff’ areas of the facility (including administration buildings).
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>NAC</b>	Nevada Administrative Code
<b>NDOC</b>	Nevada Department of Corrections
<b>NDOC Designee</b>	NDOC Contractor Monitor.
<b>NOA</b>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract any non-confidential information becomes available upon written request.
<b>NRS</b>	Nevada Revised Statutes
<b>OSHA</b>	Occupational Safety and Health Administration
<b>Owner</b>	Nevada Department of Corrections
<b>Proprietary Information</b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<b>PST</b>	Pacific Standard Time
<b>Public Record</b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030.(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
<b>RFP</b>	Request for Proposal is a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<b>Shall/Must/Will</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b>State</b>	The State of Nevada and any agency identified herein.

<b>Subcontractor</b>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<b>Trade Secret</b>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b>Vendor</b>	Organization/individual submitting a proposal in response to this RFP.

### 3. **PERFORMANCE REQUIREMENTS (SCOPE OF WORK)**

This section defines the **minimum** requirements necessary to provide vending services to various correctional facilities located throughout the State. Vendors should propose creative, competitive solutions to meet the needs of each facility.

The purpose of this RFP is to contract with a vendor or vendors who can provide a full range of machine based vending services, to include (but not limited to): (1) a wide variety of products, (2) superior service and (3) maximum profitability to the Department of Corrections (NDOC) through vending machine sales.

#### 3.1 **VENDING REQUIREMENTS**

- 3.1.1 The awarded vendor(s) will be required to install, maintain and service all vending machines in the regions/facility they bid on, under the terms of this RFP.
- 3.1.2 The awarded vendor(s) agrees to provide all vending services; equal to or greater than services that currently exist (refer to Attachment H for current services and number of machines at each location).
- 3.1.3 Proposals, at a minimum, must include:
  - 3.1.3.1 Details on how vendors will provide adequate vending services for each region/facility bid on, including (but not limited to): ratio of delivery staff to number of locations, ability to provide a wide range of product, etc.
  - 3.1.3.2 Details on how the required vending equipment will be provided, including (but not limited to): the resources available to perform contractual responsibilities (# of delivery vehicles, storage capacity, vending machine maintenance facilities and staff, types of vending machines available, etc).
  - 3.1.3.3 Any contractual relationship's vendor has with suppliers such as Pepsi Cola, Coca-Cola, 7-UP, etc.
  - 3.1.3.4 Is vendor a subcontractor to a larger business entity? If so, who?

- 3.1.4 It will be the responsibility of the awarded vendor(s) to provide all microwave ovens, plastic utensils, condiments, napkins, etc., as required.
- 3.1.5 Additional facilities that may require vending services will also become the responsibility of the awarded vendor(s) under the same conditions of performance as defined in this RFP (refer to Section 3.9.3).

## **3.2 EQUIPMENT**

- 3.2.1 Awarded vendors must provide, at a minimum, the current levels of vending support that each facility currently has (refer to Attachment H).
  - 3.2.1.1 The locations of all vending machines installed within the correctional facility are subject to the approval of each facility Warden or designee.
- 3.2.2 At the time of installation, all vending machines must be current production models, in new or 'like new' condition.
  - 3.2.2.1 The decision as to the acceptability of a 'like new' machine will rest with the NDOC designee.
  - 3.2.2.2 Existing vending machines should be 'like new' and energy-efficient.
  - 3.2.2.3 New vending machines must be energy-efficient.
  - 3.2.2.4 Each machine must have an identifying number assigned to it.
- 3.2.3 Proposals must include:
  - 3.2.3.1 System the awarded vendor(s) will utilize to assure energy-efficient equipment is provided to the Department.
  - 3.2.3.2 The average age of vending equipment to be used in the facilities.
  - 3.2.3.3 The latest options in vending equipment available, including, but not limited to: options for credit card, key fob or coin-less machines, digital readouts, sure-vend, etc. that awarded vendor(s) are able to provide.
    - 3.2.3.3.1 Vendors that propose to use alternate forms of payment must also include in their proposals how the systems would be installed and utilized at each facility, including all additional equipment, space, etc. that may be required.
    - 3.2.3.3.2 Proposals that include the use of alternative forms of payment for vending machines must adhere to the 'no currency' policy (3.2.4).

## **3.2.4 NO CURRENCY POLICY**

NDOC regulations prohibit inmates' families from bringing 'paper' currency (bills) into the visiting rooms; therefore, the awarded vendor(s) must be able to provide adequate dollar bill changers at each facility.

- 3.2.5 The awarded vendor(s) must be responsive to the needs of each facility and, as such, the addition or removal of vending machines or alteration of the type of vending services provided in each facility must have prior, written approval of the facility Warden or designee.
- 3.2.6 Upon contract award, notification of any changes in vending equipment at a specific facility must be provided to NDOC's designee within fifteen (15) working days of implementation.
- 3.2.7 Designated representatives for each facility shall have the right to inspect any machines with the awarded vendor's representative at any reasonable time.

### **3.3 VENDING MACHINE MAINTENANCE / REPAIR SERVICE**

- 3.3.1 The awarded vendor(s) will, at their expense, be required to:
  - 3.3.1.1 Maintain all vending equipment in a good state of repair and sanitary condition.
  - 3.3.1.2 Replace any vending machine which is out of service for longer than forty-eight (48) hours due to needed repairs.
- 3.3.2 Proposals must include:
  - 3.3.2.1 A description of your preventative maintenance schedule for machines in service.
  - 3.3.2.2 Response time for service on equipment at each facility.
- 3.3.3 All vending machines will be required to have an attached sticker giving the facility the contact information of the awarded vendor, including but not limited to: name of company and telephone number to be called for emergency service.

### **3.4 PRODUCT REQUIREMENTS**

- 3.4.1 Product Quality Assurance:
  - 3.4.1.1 Each product must be date coded to ensure freshness.
  - 3.4.1.2 Each time a machine is stocked; the route driver must check all dates and remove any outdated product.
  - 3.4.1.3 The machines must be stocked by putting the freshest products in the back, therefore vending products based on the first in first out inventory system.

- 3.4.2 Award vendor(s), upon receipt of a recall notice from the manufacturer or USDA, notify NDOC's Designee and shall immediately pull any defective or recalled products from the machines.
- 3.4.3 Aluminum cans are not allowed in any of the correctional facilities and/or administrative buildings.
  - 3.4.3.1 Any existing machines that dispense aluminum cans will need to be replaced with machines that dispense plastic bottles only.
- 3.4.4 Proposals must include a brief description of products that will be carried in each machine, including which brands, pack size, etc.
- 3.4.5 The awarded vendor(s) should be able to provide facility staff with a list of product items that are available so staff can make requests on a monthly basis.

### **3.5 FILLING OF VENDING MACHINES**

- 3.5.1 At most facilities, the awarded vendor(s) should be able to service (fill) machines seven (7) days a week during normal operating hours, to be as compatible with the facilities operating hours as possible, to guarantee adequate product is available at all times.
  - 3.5.1.1 Some facilities may have time restrictions (i.e. machines at SDCC need to be filled before 6:30 am). It will be the responsibility of the awarded vendor(s) to work with each facility to determine when is the best time of the day is to fill machines, and accommodate the facilities as much as possible.
- 3.5.2 Based on the facilities individual vending needs, proposals must include the frequency of delivery by location.
- 3.5.3 Upon contract award, any alternate scheduling must be approved, in writing, by the facility Warden or designee. Notice of any changes must be sent to the NDOC Designee.

### **3.6 PRICING / ALLOWABLE COST INCREASES**

- 3.6.1 The awarded vendor(s) should provide consistent product pricing at facilities throughout the applicable facilities/regions of this contract.
- 3.6.2 Requests for product cost increases for inflationary factors or increased costs on products from the manufacturer must be submitted to NDOC's Designee, in writing, with proper evidence that the cost of the product has substantially increased by the manufacturer, with thirty (30) days advance notice to the Department of the possible cost increases.

### **3.7 REFUND POLICY / ACCOUNT**

- 3.7.1 Proposals must include the awarded vendor's refund process and policy.



- 3.7.2 The refund process and policy must be clearly stated in each area that has vending machines.
- 3.7.3 At a minimum, notices must:
- Include the awarded vendor's name and contact information.
  - Be posted where they can be clearly and easily read.
- 3.7.4 Where deemed necessary, the awarded vendor(s) may be required to provide a refund account for the refunding of monies when a machine is not in good working order.
- 3.7.5 An adequate accounting procedure for refunds will be established by mutual agreement between NDOC and the awarded vendor(s) as applicable.

### **3.8 CUSTOMER SERVICE / MISC REPORTS**

- 3.8.1 The Department may require quarterly reports and/or additional reports showing the gross volume of individual products at each facility to determine if there is a need to add or delete items in an effort increase sales and increase consumer satisfaction.
- 3.8.1.1 Proposals must include examples all reports that are available to the Department.
- 3.8.2 Proposals must include details on how you will provide for Customer Feedback and how you will solve customer complaints and/or disputes.
- 3.8.3 At the discretion of the Department, NDOC may conduct a review of quality and timeliness factors associated with the vending services provided by each awarded vendor.
- 3.8.3.1 A quality assurance survey may be distributed to each awarded vendor.
- 3.8.3.2 Pertinent results will be shared with the awarded vendor(s).
- 3.8.3.3 Specific problems or concerns deemed significant by NDOC will be brought to the attention of the awarded vendor(s) in writing and the awarded vendor(s) will be provided an opportunity to respond in written form.
- 3.8.3.4 The awarded vendor(s) will be required to respond to unresolved concerns with a written plan to alleviate said problems, within 10 working days of receipt of written notification from NDOC.
- 3.8.3.5 Failure to comply with any aspect of the contract or to implement corrective action in response to a penalty or repeated written complaint by NDOC may result in termination of the contract and loss of all vending services.

### **3.9 PROPOSALS BY REGION / INDIVIDUAL FACILITY**

- 3.9.1 Multiple contract awards may be made and NDOC will consider proposals received by:

- Region (Northern and/or Southern/Eastern);
- Statewide; or
- Individual Facility.

**Northern Nevada:**

Northern Administration Offices (Building 17 & Building 89) 5500 Snyder Ave, Carson City  
 Northern Nevada Correctional Center (NNCC) 1721 E. Snyder Ave, Carson City  
 Warm Springs Correctional Center (WSCC) 3301 E. 5<sup>th</sup> Street, Carson City  
 Northern Nevada Restitution Center (NNRC) 2595 E. 2<sup>nd</sup> Street, Reno  
 Lovelock Correctional Center (LCC) 1200 Prison Rd, Lovelock

**Southern/Eastern Nevada:**

Casa Grande Transitional Housing (CG) 3955 W. Russell Rd, Las Vegas  
 Florence McClure Women's Correctional Center (FMWCC) 4370 Smiley Rd, North Las Vegas  
 Jean Conservation Camp (JCC) 3 Prison Rd, Jean  
 High Desert State Prison (HDSP) 22010 Cold Creek Rd, Indian Springs  
 Southern Desert Correctional Center (SDCC) 20825 Cold Creek Rd, Indian Springs  
 Three Lakes Valley Conservation Camp (TLVCC) 21055 Cold Creek Rd, Indian Springs  
 Ely State Prison (ESP) 4569 N. State Rt. 490, Ely  
 Ely Conservation Camp (ECC) Horse & Cattle Camp Rd, Ely  
 Pioche Conservation Camp (PCC) 1 Hardtimes Rd, Pioche

- 3.9.2** Proposals submitted by region, for the Southern/Eastern Region must include all facilities in those regions; with no exceptions (refer to Section 3.10 for requirements specific to ESP.ECC and PCC).

- 3.9.2.1** If in the best interest of the Department, NDOC may award services for ESP, ECC and/or PCC under a contract separate from Southern NV.

- 3.9.3** Proposals should include the criteria the awarded vendor(s) would use to determine the feasibility of expanding vending services to facilities not currently under contract.

- Carlin Conservation Camp (CCC) 124 Suzie Creek Rd, Carlin
- Humboldt Conservation Camp (HCC) 8105 Conservation Rd, Winnemucca
- Stewart Conservation Camp (SCC) 1721 E. Snyder Ave, Carson City
- Tonopah Conservation Camp (TCC) 100 Conservation Rd, Tonopah
- Wells Conservation Camp (WCC) HC 67-50, Wells

- 3.9.4** An overview of each facility, including the current monthly inmate population, current number and types of machines, and estimated yearly gross sales can be found in Attachment H.

**3.10 ESP, ECC AND PCC REQUIREMENTS**

Facilities located in Ely and Pioche are unique in that they are so far from a major city and as such, have product availability challenges and tend to run out of vending products during visiting days.

- 3.10.1** Proposals must have a separate response section, dedicated specifically as to how vending services at ESP.ECC and PCC will be handled.

**3.10.2** The awarded vendor(s) must be able to service (fill and/or repair as needed) the vending machines at ESP and ECC, at a minimum, on a weekly basis.

**3.10.2.1** Proposals must include how often machines at ESP and ECC will be filled.

**3.10.1.3** Proposals must include how vending services for PCC will be fulfilled, based on their needs (i.e. may not need weekly filling of machines, but every other week, etc.).

**3.10.3** In addition to how often machines will be filled, proposals must include all possible solutions for ESP.ECC.PCC in order to meet the vending needs of these rural facilities (i.e. special trips to fill machines, increasing the number of machines, subcontracting with local vendors, etc.).

**3.10.4** Proposals must include the estimated repair time is for broken machines (i.e. not to exceed 3 business days) for ESP.ECC and PCC.

**3.10.5** The awarded vendor will be required to work closely with the NDOC Designee and Business Manager at ESP to resolve issues as they arise, in a timely manner.

### **3.11 VENDING RELATED CUSTODIAL SERVICES**

**3.11.1** The Nevada Department of Corrections will provide normal custodial services consisting of the cleaning of walk-ways, hallways, visiting rooms, etc., in the vending machine areas.

**3.11.2** All other custodial services related to vending machines will be provided by the awarded vendor(s).

### **3.12 VENDOR DEMONSTRATIONS**

The top scoring vendors may be required to provide a presentation/demonstration of their proposed method of providing vending machine services, including their variety of vending machine types, products, etc.

**3.12.1** Vendor demonstrations will be required as determined by the Evaluation Committee.

**3.12.2** As a part of the vendor demonstrations, Evaluation Committee Members may conduct site visits of the potential vendor's place of business, other locations that contain the vendor's machines and the vendor's warehouse facilities as applicable.

**3.12.2.1** Location of demonstration (Las Vegas and/or Carson City) to be determined based on selected vendors.

**3.12.3** Selected vendors will be notified that they have been chosen to participate in the vendor demonstrations no later than April 13, 2011.

**3.12.4** Demonstrations are tentatively scheduled for April 17, 2012.

- 3.12.5 The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

### **3.13 COMMENCEMENT OF CONTRACT / INSTALLATION SCHEDULE**

- 3.13.1 It is anticipated that any contract(s) resulting from this RFP will be effective June 12, 2012; however, machines cannot be installed and operational prior to July 1, 2012 due to current NDOC contractual obligations.
- 3.13.2 The awarded vendor must be prepared to install vending machines and be fully operational at all facilities under this contract no later than July 9, 2012.
- 3.13.3 Proposals must include an installation schedule for machines at each facility or region that is being bid on.
- 3.13.4 Upon contract award, each facility must receive written notice of machine installation a minimum of five (5) working days prior to installation.

### **3.14 CONTRACT TERMINATION**

- 3.14.1 Upon contract termination, the current vendor(s) must have all equipment removed from the facilities in a timely manner and in conjunction with the new vendor(s) in order have as little 'down' time as possible.

## **4. LICENSING AND PERMIT REQUIREMENTS**

The awarded vendor must comply with all applicable Federal, State and County Health Standards and all other applicable laws and regulations.

- 4.1 The awarded vendor must comply with all Federal, State and Local rules and regulations.
- 4.2 The awarded vendor must identify and provide verification of mandatory Federal, State and local licensing and any applicable permit requirements at the time of bid submittal.
  - 4.2.1 The awarded vendor shall procure any such licenses and permits as may be required.

## **5. OTHER REQUIREMENTS**

- 5.1 All services, other than those defined as emergency services, shall be rendered by the awarded vendor(s) during the facility's normal business hours, exclusive of holidays defined for and observed by the employees of the State of Nevada.

The State observes the holidays noted in the following table. *Note: When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.*

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

- 5.2** Access is limited and may require an escort. Once the awarded vendor(s) enters the facility it may be difficult and time consuming to leave to get additional equipment or supplies.

**5.2.1** The awarded vendor(s) should make sure that all supplies, equipment, etc., is brought in during initial entry in to the facility.

- 5.3** Given the nature of the facilities, and due to potential operation conflicts, the facility may be compelled to restrict access to the institution on certain days of the week or month, or on relatively short notice, which may affect when the services defined in this RFP can be reasonably performed.

- 5.4** The awarded vendor(s) must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165.

**5.4 HEALTH AND SAFETY STANDARDS**

The awarded vendor(s) shall comply with all applicable federal, state, and local requirements for protecting the safety of the awarded vendor's employees, building occupants, and the environment.

**5.4.1** No processes or materials shall be employed in such a manner that they will introduce hazards into occupied spaces.

**5.4.2** All applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this RFP.

**6. OPTIONAL SITE VISIT REQUIREMENTS**

- 6.1** Optional site visits for each facility are scheduled for each facility during the week of March 19, 2012 – March 23, 2012.

**6.1.1** Refer to Attachment I for specific dates and times.

- 6.1.2** No cell phones, PDAs, cameras, or electronic devices of any kind will be permitted within the institution during the site visit.
- 6.1.3** Site visit attendees cannot wear blue/denim clothing of any kind (including but not limited to: jeans, shirts, hats, jackets, etc).
- 6.2** Prior to the site visit each company attending must pre-register by submitting:
- One (1) signed acknowledgement of NDOC Security Regulations (Attachment D) for each employee who will be attending the site visit;
  - One (1) completed Facility Tour Registration form (Attachment E) per company; and
  - One (1) Background Clearance Application form DOC560 (Attachment F) for each employee who will be attending the site visit.
- The Consent for Release of Criminal History Form:
- May be duplicated for use by every individual visiting or working at the facility;
  - Must be filled out and signed by each person entering prison grounds; and
  - Failure to list all arrests and convictions is reason enough to deny entry into the facilities.
- 6.3** Pre-Registration and Consent for Release of Criminal History forms must be received no later than March 12, 2012 @ 9:00 am. Late registrations will be considered on a case by case basis and, at NDOC's discretion, may be allowed.
- 6.4** Fax or email completed forms to Christine Phenix @ (775) 887-3225 or [cphenix@doc.nv.gov](mailto:cphenix@doc.nv.gov)

## **7. BACKGROUND CLEARANCE / SECURITY REGULATIONS**

### **7.1 AWARDED VENDOR(S) EMPLOYEE BACKGROUND CLEARANCE REQUIREMENTS**

Upon contract award, and at least ten (10) days prior to beginning work, the awarded vendor(s) shall submit a completed Contractor Background Clearance Application (Consent for Release of Criminal History Form)(DOC560)(Attachment F) for each employee who will be working under this contract. No personnel entering the correctional facilities may be ex-felons. Applicants are approved for entry under the company name on the application only.

### **7.2 UPON CONTRACT AWARD FORMS MUST BE SENT TO:**

Nevada Department of Corrections  
P.O. Box 7011 Carson City, NV 89702  
5500 Snyder Avenue, Bldg 89 Carson City NV  
Fax: (775) 887-3319 / Email: [msimas@doc.nv.gov](mailto:msimas@doc.nv.gov)

*Faxes or e-mailed forms will be accepted, but the original form must be sent by US postal mail within three (3) days or clearance may be revoked.*

### **7.3 NDOC SECURITY REGULATIONS**

All employees of vendors entering prison grounds must adhere to NDOC Security Regulations (Attachment D).

## 8. COMPANY BACKGROUND AND REFERENCES

### 8.1 PRIMARY VENDOR INFORMATION

#### 8.1.1 Company ownership (sole proprietor, partnership, etc).

8.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

8.1.1.2 **The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>. Vendors must provide the following:**

- Nevada Business License Number
- Legal Entity Name
- Is "Legal Entity Name" the same name as vendor is doing business as?  
[ ] Yes [ ] No  
If "No," provide explanation.

8.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

8.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.

8.1.4 Number of employees both locally and nationally.

8.1.5 Location(s) from which employees will be assigned.

8.1.6 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.

8.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.

8.1.8 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

8.1.9 Has the vendor ever been engaged under contract by any State of Nevada agency?  
[ ] Yes [ ] No If "Yes," specify when, for what duties, and for which agency.

8.1.10 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

[ ] Yes [ ] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

8.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

8.1.12 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**

8.1.12.1 Dun and Bradstreet number

8.1.12.2 Federal Tax Identification Number

8.1.12.3 The last two - (2) years and current year interim:

Profit and Loss Statement

Balance Statement

## 8.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment C, Reference Form to the business references they list. The business references must submit the Reference Form directly to the NDOC's designee.** It is the vendor's responsibility to ensure that completed forms are received by NDOC no later **than April 10, 2012 @ 1:00 PM** for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. NDOC may contact any or all business references for validation of information submitted.

8.2.1 Client name;

8.2.2 Project description;

8.2.3 Project dates (starting and ending);

8.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)

8.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;

8.2.6 Client project manager name, telephone number, fax number and e-mail address.

## 8.3 SUBCONTRACTOR INFORMATION

8.3.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

If "Yes", vendor must:

8.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

8.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

8.3.1.3 References as specified above must be provided for any proposed subcontractors.



- 8.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 8.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 8.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

## 9 COMMISSION

- 9.1 The awarded vendor(s) will pay the Department a commission based on the percentage of gross revenue for each vending machine. Vendors are encouraged to provide the best reimbursement possible for the Department.
- 9.2 Commission paid for machines in those areas designated as "Visiting" and those designated, as "Staff / Employee" shall be clearly defined by the awarded vendor, in order that funds received from "Visiting" areas are accounted for separately from funds received from "Staff / Employee" areas.
- 9.3 The Nevada Department of Corrections reserves the right to have a representative present when monies are removed from the vending machines and make counts in conjunction with the representative of the awarded vendor(s).
- 9.4 Proposals must include
  - The commission rates to be paid for the duration of the contract.
  - A detailed breakdown of commission rates per type of vending machine, product, etc., if a varied rate is part of the proposal.
  - Any deductions that will be taken out of the gross sales.
- 9.5 Commission checks must be accompanied by a detailed listing (report) which clearly indicates (for each vending machine at each facility) the following:
  - The month for which commissions are being paid;
  - The machine number, location, and if it is classified as "Visiting" or "Staff / Employee";
  - The actual meter readings and gross receipts based on those readings;
  - The commission rate for each machine;
  - Commissions computed based on gross sales and the amount owed the Department;
  - The net sales after any deductions;
  - Explanations for any deductions from the net sales; and
  - Which machines have been removed and/or replaced and why.
- 9.6 Commission is to be paid to the Department for every calendar month of the year and must be received by the Department by the 15<sup>th</sup> of the following month, to the address below by check, money order, or cashier's check.

Nevada Department of Corrections  
Attn: Inmate Banking Services  
P.O. Box 7011

Carson City, NV 89702

**9.7 PENALTIES**

Failure to file the monthly report or to pay commissions due the Department before the fifteenth (15th) day of the month following the close of the most recent reporting period will result in a penalty equal to 5% of the gross sales for the month in question or possible breach of contract, which could result in termination of the contract.

**9.8 RETURNED CHECK FEES**

The awarded vendor(s) will be required to reimburse NDOC for any returned check fees. All subsequent commission payments must be made via cashier's checks.

**Note:** Commission information *must not* be included with the vendor's Technical Proposal, please refer to the Submittal Instructions below.

**Note:** All Commission Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Commission Proposal in Response to RFP No. 201207", please refer to the Submittal Instructions for further instruction.

**10. SUBMITTAL INSTRUCTIONS**

**10.1** In lieu of a pre-proposal conference, NDOC will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Department of Corrections, Attn: Christine Phenix, Contract Manager, 5500 Snyder Avenue, Bldg 89, Carson City NV 89701, faxed to (775) 887-3225 or e-mailed to [cphenix@doc.nv.gov](mailto:cphenix@doc.nv.gov). **THE DEADLINE FOR SUBMITTING QUESTIONS IS MARCH 28, 2012 @ 9:00 AM, PST.** All questions and/or comments will be addressed in writing and responses mailed, faxed or e-mailed to prospective vendors on or about **APRIL 4, 2012**. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

**10.2 RFP TIMELINE**

<b>TASK</b>	<b>DATE/TIME</b>
Facility Tour Registration Form & Background Clearance Applications must be received by:	March 12, 2012 @ 9:00 AM*
Optional Site Visits:	March 19 - 23, 2012
Deadline for submitting questions:	March 28, 2012 @ 9:00 AM*
Answers to all questions submitted available on or about:	April 4, 2012
Reference Questionnaires (Attachment C) due:	April 10, 2012 @ 1:00 PM*
<b><u>Deadline for submission and opening of proposals:</u></b>	<b><u>APRIL 11, 2012 @ 9:00 AM*</u></b>
Notification of Vendor Demonstrations to Vendors:	April 13, 2012

Vendor Demonstrations:	April 17, 2012
Letters of Intent to Award Issued	April 18, 2012
Contract Approval Date Anticipated to be:	June 12, 2012

*\*Pacific Standard Time*

**NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.**

**10.3** Proposal submission requirements:

**10.3.1** Vendors shall submit their response in three (3) parts as designated below:

**PART I: TECHNICAL PROPOSAL**

One (1) original marked "MASTER"  
Eight (8) identical copies

TECHNICAL PROPOSALS MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include commission or confidential information.

*Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:  
"Technical Proposal in Response to RFP No. 201207"*

**PART II: COMMISSION PROPOSAL:**

One (1) original marked "MASTER"  
Eight (8) identical copies

*Commission Proposal shall be submitted to the State in a sealed package and be clearly marked:  
"Commission Proposal in Response to RFP No. 201207"*

**PART III: CONFIDENTIAL INFORMATION:**

One (1) original marked "MASTER"  
One (1) identical copy

*Confidential Information (any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal, not including the amount of a bid or proposal) shall be submitted to the State in a sealed package and be clearly marked: "Confidential Information in Response to RFP No. 201207"*

If the separately sealed proposal, marked as required above, is enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

**REQUEST FOR PROPOSAL NO.:** 201207  
**PROPOSAL OPENING DATE:** APRIL 11, 2012 @ 9:00 AM PST  
**FOR:** Vending Machine Services

**10.3.2 PROPOSAL MUST BE RECEIVED AT THE ADDRESS REFERENCED BELOW NO LATER THAN 9:00 AM PACIFIC STANDARD TIME, ON APRIL 11, 2012.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

**10.3.3** Proposal shall be submitted to:  
State of Nevada, Department of Corrections  
Christine Phenix, Contract Manager  
5500 Snyder Avenue, Bldg 89  
Carson City, NV 89701

- 10.4** The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State's discretion, proposals may be submitted all or in part on electronic media, as requested within the RFP document. Proposals may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 10.5** Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the NDOC designee as soon as possible and at least two days in advance of the opening.
- 10.6** If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 10.7** For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 10.8** If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 10.9** Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays,

promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 10.10** Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 10.11** The proposal must be signed by the individual(s) legally authorized to bind the vendor NRS §333.337.
- 10.12** For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail. When requesting an RFP via e-mail or diskette, vendors should contact Christine Phenix for assistance.
- 10.13** Vendors utilizing an electronic copy of the RFP in order to prepare their proposals should place their written response in **an easily distinguishable font** immediately following the applicable question.
- 10.14** **For purposes of addressing questions concerning this RFP, the sole contact will be Christine Phenix, NDOC Contract Manager. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 10.15** Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to NDOC Attn: Christine Phenix, 5500 Snyder Avenue Bldg 89, Carson City NV 89701. To be considered, a request for review must be **received** no later than **9:00 AM PST MARCH 28, 2012**.
- NDOC shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 10.16** If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 10.17** Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

- 11.18 Proposals shall be submitted in three (3) distinct parts - the **narrative/technical proposal, the commission proposal and confidential information**. THE NARRATIVE/TECHNICAL PROPOSAL **MUST NOT** INCLUDE COMMISSION OR CONFIDENTIAL INFORMATION. While technical proposals, cost proposals and confidential information may be shipped together (i.e., in the same box/envelope), each proposal, inclusive of the master and requisite number of copies, must be bound or packaged separately.

## 11. **PROPOSAL EVALUATION AND AWARD PROCESS**

- 11.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- **Commission Rates / Value to Customer**
- **Expertise and availability of key personnel**
- **Conformance with the terms of this RFP**
- **Demonstrated competence**
- **Experience in performance of comparable engagements**
- **Frequency and Delivery of Product by Location**
- **Response Time for Service on Equipment**

Note: Financial stability will be scored on a pass/fail basis.

**Proposals shall be kept confidential until a contract is awarded.**

- 11.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5).
- 11.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 11.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

- 11.5** A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 11.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

**12. TERMS, CONDITIONS AND EXCEPTIONS**

- 12.1** Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 12.2** This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 12.3** The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 12.4** The State reserves the right to waive informalities and minor irregularities in proposals received.
- 12.5** The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 12.6** The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 12.7** Any irregularities or lack of clarity in the RFP should be brought to NDOC's designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 12.8** Proposals must, if applicable, include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language for consideration during the evaluation of vendor's proposal. Included documents will be taken into consideration as part of the evaluation process.
- 12.9** Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 12.10** Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

- 12.11** Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.
- 12.12** Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 12.13** The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 12.14** No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 12.15** Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 12.16** The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 12.17** All proposals submitted become the property of the State and will be returned only at the State's option and at the vendor's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of a contract. Only specific parts of the proposal may be labeled a "trade secret", provided that the vendor agrees to defend and indemnify the State for honoring such a designation (NRS §333.333). The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 12.18** A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 12.19** The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 12.20** The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required



insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 12.21** Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 12.22** The State will not be liable for Federal, State, or Local excise taxes.
- 12.23** Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B Contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 12.24** The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 12.25** Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 12.26** No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

- 12.27** The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 12.28** Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the NAC.
- 12.29** Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 12.30** Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with NDOC a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

14. **SUBMISSION CHECKLIST**

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award. *This Submission Checklist is NOT inclusive of all documents that must be provided and should not be used as such.*

**Part I**

	Completed
1. Required number of Technical proposals (per Submittal Instructions)	_____
2. Required Forms to be submitted with Technical proposal under section/tab labeled "State Documents":	
Page 1 of the RFP completed	_____
All amendments completed and signed	_____
Primary Vendor Attachments A signed	_____
Subcontractor Attachment A signed (if applicable)	_____
Primary Vendor information provided	_____
Subcontractor information provided (if applicable)	_____
Certificate of Insurance & Additional Insured Endorsement	_____

**Part II:**

1. Required number of Commission proposals (per Submittal Instructions)	_____
-------------------------------------------------------------------------	-------

**Part III:**

1. Confidential Information (per Submittal Instructions as defined in Acronyms/Definitions)	_____
---------------------------------------------------------------------------------------------	-------

**REMINDERS:**

1. Send out Reference forms for Primary Vendor ( <i>with Part A completed</i> )	_____
2. Send out Reference forms for Subcontractors ( <i>with Part A completed</i> )( <i>If applicable</i> )	_____
3. The following forms must be returned no later than March 12, 2012 @ 9:00 am for vendors who will be attending the optional site visits:	
A. Attachment D: NDOC Security Regulations (1 for each attendee)	_____
B. Attachment E: Facility Tour Registration Form (1 per company)	_____
C. Attachment F: Background Clearance Application (1 per person)	_____

**ATTACHMENT A**

**CERTIFICATION OF INDEMNIFICATION  
AND  
COMPLIANCE WITH TERMS AND CONDITIONS OF RFP  
PRIMARY VENDOR**

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information. Yes\_\_\_\_\_ No\_\_\_\_\_

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Primary Vendor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

**EXCEPTION SUMMARY FORM**

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION (PROVIDE A DETAILED EXPLANATION)

**CERTIFICATION OF INDEMNIFICATION  
AND  
COMPLIANCE WITH TERMS AND CONDITIONS OF RFP  
SUBCONTRACTOR**

Submitted proposals are confidential until the contract is awarded; following contract award, in accordance with NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

This proposal contains proprietary information. Yes\_\_\_\_\_ No\_\_\_\_\_

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance and should be detailed below. Any exceptions **MUST** be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Subcontractor

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

**EXCEPTION SUMMARY FORM**

RFP SECTION NUMBER	RFP PAGE NUMBER	PROPRIETARY INFORMATION AND/OR EXCEPTION ( PROVIDE A DETAILED EXPLANATION)

**ATTACHMENT B**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR SAMPLE FORM**

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors.

**PLEASE PAY PARTICULAR ATTENTION TO THE INSURANCE REQUIREMENTS, AS SPECIFIED IN ATTACHMENT BB.**

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

**It is not necessary for vendors to complete the Contract Form with their proposal responses.**

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting By and Through Its

Nevada Department of Corrections  
Attn: Christine Phenix, Contract Manager  
5500 Snyder Avenue, Bldg 89  
Carson City, NV 89701  
(775) 887-3347 / Fax (775) 887-3225

and

Independent Contractor Name  
Contact Person  
Address  
Phone / Fax

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This Contract shall be effective (UPON BOARD OF EXAMINER'S APPROVAL, ANTICIPATED TO BE JUNE 12, 2012 TO JUNE 30, 2016), unless sooner terminated by either party as specified in paragraph ten (10).
4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED CONTRACT TERMS
ATTACHMENT BB	STATE SOLICITATION OR RFP #201207 and AMENDMENT(S)
ATTACHMENT CC:	INSURANCE SCHEDULE
ATTACHMENT DD:	CONTRACTOR'S RESPONSE
ATTACHMENT EE:	NDOC SECURITY REGULATIONS

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:
6. CONSIDERATION. . The parties agree that Contractor will provide the services specified in paragraph five (5) based on gross sales at the following rates: (a) \_\_\_\_\_ commissions payable to the Department of Corrections in the form of a revenue check, to be received no later than the 15<sup>th</sup> day of the following month. Estimated revenue: \_\_\_\_\_ per fiscal year, for an estimated total of \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

- a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
  - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;



- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

<u>Contractor's Initials</u>	
	YES                      NO
1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____
2. Will the Contracting Agency be providing training to the independent contractor?	_____
3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____
4. Are any of the workers who assist the independent contractor in	_____

- performance of his/her duties employees of the State of Nevada? \_\_\_\_\_
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? \_\_\_\_\_
6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? \_\_\_\_\_
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? \_\_\_\_\_

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in **Attachment BB**, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in **Attachment BB**, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
  2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, Department of Corrections, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, Department of Corrections, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

### **Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, Department of Corrections, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. **The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.**

**Mail all required insurance documents to:**

**(Nevada Department of Corrections Attn: Christine Phenix, Contract Manager P.O. Box 7011 Carson City NV 89702)**

2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.

3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS

333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**AWARDED VENDOR**

Independent Contractor's Signature

Date \_\_\_\_\_

Independent's Contractor's Title

## NEVADA DEPARTMENT OF CORRECTIONS

Deborah L. Reed, Deputy Director Support Services

Date \_\_\_\_\_

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

On \_\_\_\_\_  
(Date)

**APPROVED AS TO FORM BY:**

Deputy Attorney General for Attorney General

On \_\_\_\_\_  
(Date)

**ATTACHMENT BB**  
**INSURANCE SCHEDULE / CONTRACT LIMITS**

**Standard Professional Service Contracts**

---

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |                                             |             |
|---------------------------------------------|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada, Department (Division) of Corrections is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Contract Manager P.O. Box 7011 Carson City NV 89701)**.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this

Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Contract Manager; Nevada Department of Corrections, 5500 Snyder Ave. Bldg 89, P.O. Box 7011, Carson City, NV 89702)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



**ATTACHMENT C**  
**REFERENCE QUESTIONNAIRE**

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed in Section 8.2.

**The business reference, in turn, is requested to submit the Reference Form directly to the address referenced below by APRIL 10, 2012 @ 1:00 PM PST for inclusion in the evaluation process.**

The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.

Return to:

The State of Nevada, Department of Corrections

Attn: Christine Phenix, Contract Manager

5500 Snyder Avenue, Bldg. 89 Carson City, NV 89701 (or P.O. Box 7011 Carson City NV 89702)

Phone: (775) 887-3347

Fax: (775) 887-3225

E-Mail: [cphenix@doc.nv.gov](mailto:cphenix@doc.nv.gov)

**RFP 201207**  
**REFERENCE QUESTIONNAIRE FOR:**

**Part A :** \_\_\_\_\_  
(Name of company requesting reference)

- ☐ As Primary Vendor  
☐ As Subcontractor of \_\_\_\_\_  
Name of Primary Vendor

**Part B:**

This form is being submitted to your company for completion as a business reference for the company listed above.

**This form is to be returned to the State of Nevada, Department of Corrections Attn: Christine Phenix 5500 Snyder Avenue Bldg. 89, Carson City NV 89701 (or P.O. Box 7011 Carson City NV 89702), via facsimile at (775) 887-3225 or e-mail at [cphenix@doc.nv.gov](mailto:cphenix@doc.nv.gov) no later than APRIL 10, 2012 @ 1:00 PM PST must not be returned to the company requesting the reference.**

For questions or concerns regarding this form, please contact the State of Nevada Department of Corrections, Christine Phenix by telephone (775) 887-3347 or by e-mail [cphenix@doc.nv.gov](mailto:cphenix@doc.nv.gov). When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position:</b>	
<b>Contact telephone number:</b>	
<b>Contact e-mail address:</b>	

**QUESTIONS:**

1. In what capacity have you worked with this vendor in the past?  
COMMENTS:
  
2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

8. With which aspect(s) of this vendor's services are you **most** satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you **least** satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again? \_\_\_\_Yes\_\_\_\_No  
COMMENTS:

**ATTACHMENT D**  
**NDOC SECURITY REGULATIONS**

*These regulations are not inclusive of all security regulations for each facility. It is the responsibility of the awarded vendor to adhere to all facility security regulations.*

1. All persons employed by the contractor who will be entering prison grounds, prior to the commencement of any on-site work, will be required to complete a criminal history background application. Background checks are required in all instances and applicants are approved for entry under the company name on the application only. If an employee knows any inmate incarcerated in the NDOC it must be disclosed on the background application. Entrance to the institutions will be approved on a case by case basis.
2. A picture ID is required of all employees entering any institution.
3. Ex-felons will not be allowed entry on to any prison grounds without the express approval of the Director of NDOC.
4. Employees of the contractor who will be entering prison grounds will not be able to wear clothing similar to inmate clothing, i.e., blue jeans, blue shirts, without a business logo **and** without prior approval from the institution(s).
5. All contractor vehicles entering and leaving an institution will be thoroughly inspected. Any vehicle or individual will be subject to search at any time while on institution grounds. Vehicles that are left unattended while inside the institution must be locked.
6. The contractor is responsible for all tools brought on to prison grounds and must ensure that all tools are accounted for when completing on site work. All loose tools and equipment must be secured within their locked vehicle or assigned storage area.
7. Items that are lost or turn up missing will be reported to the Associate Warden of Operations (AWO) immediately. The institution will not be responsible for the contractor's tools, equipment, or materials. It is suggested that no valuables be brought into the institution.
8. No narcotics, alcohol, firearms or other weapons shall be carried on the premises.
9. All contractors must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with NRS 209.417 and NRS 212.165. "Telecommunications device" means a device, or an apparatus associated with a device, that can enable an offender to communicate with a person outside of the institution or facility at which the offender is incarcerated. The term includes, without limitation, a telephone, a cellular telephone, a personal digital assistant, a transmitting radio or a computer that is connected to a computer network, is capable of connecting to a computer network through the use of wireless technology or is otherwise capable of communicating with a person or device outside of the institution or facility."
10. In accordance with NRS 212.165, a person shall not, without lawful authorization, carry into an institution or a facility of the Department, or any other place where prisoners are authorized to be or are assigned by the Director of the Department, a portable telecommunications device. A person who violates this subsection is guilty of a misdemeanor.
11. There shall be no fraternization with inmates.
12. All NDOC Institutions and Facilities are tobacco free. Tobacco products cannot be brought into any institution/facility or used anywhere on prison grounds, including parking lots. Contractors must leave all tobacco products in locked vehicles in the parking lot. Vehicles will not be allowed to internal access to institution/facility carrying any tobacco products. Tobacco products may not be used while supervising inmates regardless of your location. Violation of this procedure will result in removal from prison property.

---

I have read and understand the above security regulations. Failure to comply may result in the denial of access to the facility.

NAME OF EMPLOYER: \_\_\_\_\_

NAME OF EMPLOYEE (Print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT E**  
**FACILITY TOUR REGISTRATION FORM**

---

**VENDING MACHINE SERVICES**

Optional Site Visits: March 19 - March 23, 2012

FORMS MUST BE RETURNED NO LATER THAN MARCH 12, 2012 @ 9:00 AM PST

FAX: (775) 887-3225 or EMAIL: cphenix@doc.nv.gov

Refer to Attachment I for specific dates and times. Site visits are optional. Proposals will be accepted from vendors who do not tour the facility.

**DIRECTIONS / SPECIAL INSTRUCTIONS:** Interested vendors will meet with Department representatives at the main entrance to the facility. Your group's participation in each site visit may not exceed four (4) people, unless prior approval is received from NDOC.

---

**Yes, we plan to attend the site visits:**

**Today's date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Names of those attending:** 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**Company Phone Number:** \_\_\_\_\_

**Company Fax Number:** \_\_\_\_\_

**Company E-mail Address:** \_\_\_\_\_

*Indicate which facilities you plan on attending (please note - you will not be allowed to visit facilities that you do not pre-register for):*

- |                |                                                                               |
|----------------|-------------------------------------------------------------------------------|
| Carson City    | <input type="checkbox"/> Admin Buildings 17 & 89                              |
|                | <input type="checkbox"/> Northern Nevada Correctional Center (NNCC)           |
|                | <input type="checkbox"/> Warm Springs Conservation Camp (WSCC)                |
| Reno           | <input type="checkbox"/> Northern Nevada Restitution Center (NNRC)            |
| Lovelock       | <input type="checkbox"/> Lovelock Correctional Center (LCC)                   |
| Ely/Pioche     | <input type="checkbox"/> Ely State Prison (ESP)                               |
|                | <input type="checkbox"/> Ely Conservation Camp (ECC)                          |
|                | <input type="checkbox"/> Pioche Conservation Camp (PCC)                       |
| Las Vegas/Jean | <input type="checkbox"/> Casa Grande (CG)                                     |
|                | <input type="checkbox"/> Florence McClure Women's Correctional Center (FMWCC) |
|                | <input type="checkbox"/> Jean Conservation Camp (JCC)                         |
| Indian Springs | <input type="checkbox"/> High Desert State Prison (HDSP)                      |
|                | <input type="checkbox"/> Southern Desert Correctional Center (SDCC)           |
|                | <input type="checkbox"/> Three Lakes Valley Conservation Camp (TLVCC)         |

ATTACHMENT F  
BACKGROUND CLEARANCE APPLICATION  
**Reference RFP 201207 (Optional Site Visits March 19-23, 2012)**  
Please PRINT all information

**1. NAMES AND ADDRESSES**

Applicant Name \_\_\_\_\_  
Last First MI

Please complete this questionnaire in its **ENTIRETY** and mail it back to the address listed above. **BE ADVISED: ANY omission or false statement is SUFFICIENT REASON FOR DENIAL.**

List any other names (alias) you are known by. Include your maiden name and any nicknames, if applicable)  
(Failure to include all names will result in denial)

Current Physical Address \_\_\_\_\_  
Full Street City State Zip

Current Mailing Address \_\_\_\_\_  
Full Street City State Zip

Previous Address \_\_\_\_\_  
Full Street City State Zip

Home Phone Number ( ) \_\_\_\_\_

List any other states you have lived in: \_\_\_\_\_

Occupation or Business \_\_\_\_\_ Employer \_\_\_\_\_

Business Phone ( ) \_\_\_\_\_ Contact Name: \_\_\_\_\_

Have you ever worked for the Nevada Department of Corrections? ☐ Yes ☐ No If Yes, When? \_\_\_\_\_

**2. IDENTIFIERS**

Drivers License and or ID number \_\_\_\_\_ State \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ Age \_\_\_\_\_

SSN \_\_\_\_\_ Gender: Male ☐ Female ☐

Race \_\_\_\_\_ Marital Status: Married ☐ Single ☐

Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

Scars Marks or Tattoos \_\_\_\_\_

*For Official Use Only*

**Application Review**

Approved ☐ Denied ☐

Signature of Authorized Personnel \_\_\_\_\_ Date \_\_\_\_\_

**Please complete the 2<sup>nd</sup> page**

**3. Criminal History: ALL arrests must be listed, whether there was a conviction or not.** You must also list arrests in other states and countries. Do not exclude anything; any omission of an arrest is automatic denial.

Have you **EVER** been arrested? Yes ☐ or No ☐

Have you **EVER** been convicted of a Felony? Yes ☐ or No ☐

If yes, complete the following, attach additional sheets if necessary.

Charge\_\_\_\_\_Disposition\_\_\_\_\_Date of Arrest\_\_\_\_\_City/State\_\_\_\_\_

Charge\_\_\_\_\_Disposition\_\_\_\_\_Date of Arrest\_\_\_\_\_City/State\_\_\_\_\_

Charge\_\_\_\_\_Disposition\_\_\_\_\_Date of Arrest\_\_\_\_\_City/State\_\_\_\_\_

Charge\_\_\_\_\_Disposition\_\_\_\_\_Date of Arrest\_\_\_\_\_City/State\_\_\_\_\_

Charge\_\_\_\_\_Disposition\_\_\_\_\_Date of Arrest\_\_\_\_\_City/State\_\_\_\_\_

Are you currently on Probation? Yes ☐ or No ☐ If yes, in what state?\_\_\_\_\_

**4. Do you or have you ever visited or corresponded with an inmate incarcerated in Nevada** Yes ☐ or No ☐

If yes, complete the following section and attach additional sheets if necessary.

Name and Back Number	Relationship	Indicate whether you visit or write this inmate
----------------------	--------------	-------------------------------------------------

_____		
_____		

### 5. Authorization

Chapter 179A of the Nevada Revised Statutes permits an Agency of the Criminal Justice to obtain records of criminal history regarding a prospective employee. Consent is not required in order to obtain information reflecting only convictions. Consent is required in order to obtain a complete record of criminal history.

The applicant's signature on this consent form will permit the Department of Corrections to obtain complete information regarding arrests, detention, indictments, information or other formal criminal charges and disposition of charges, including dismissals, acquittals, convictions, sentences, correctional supervision and release.

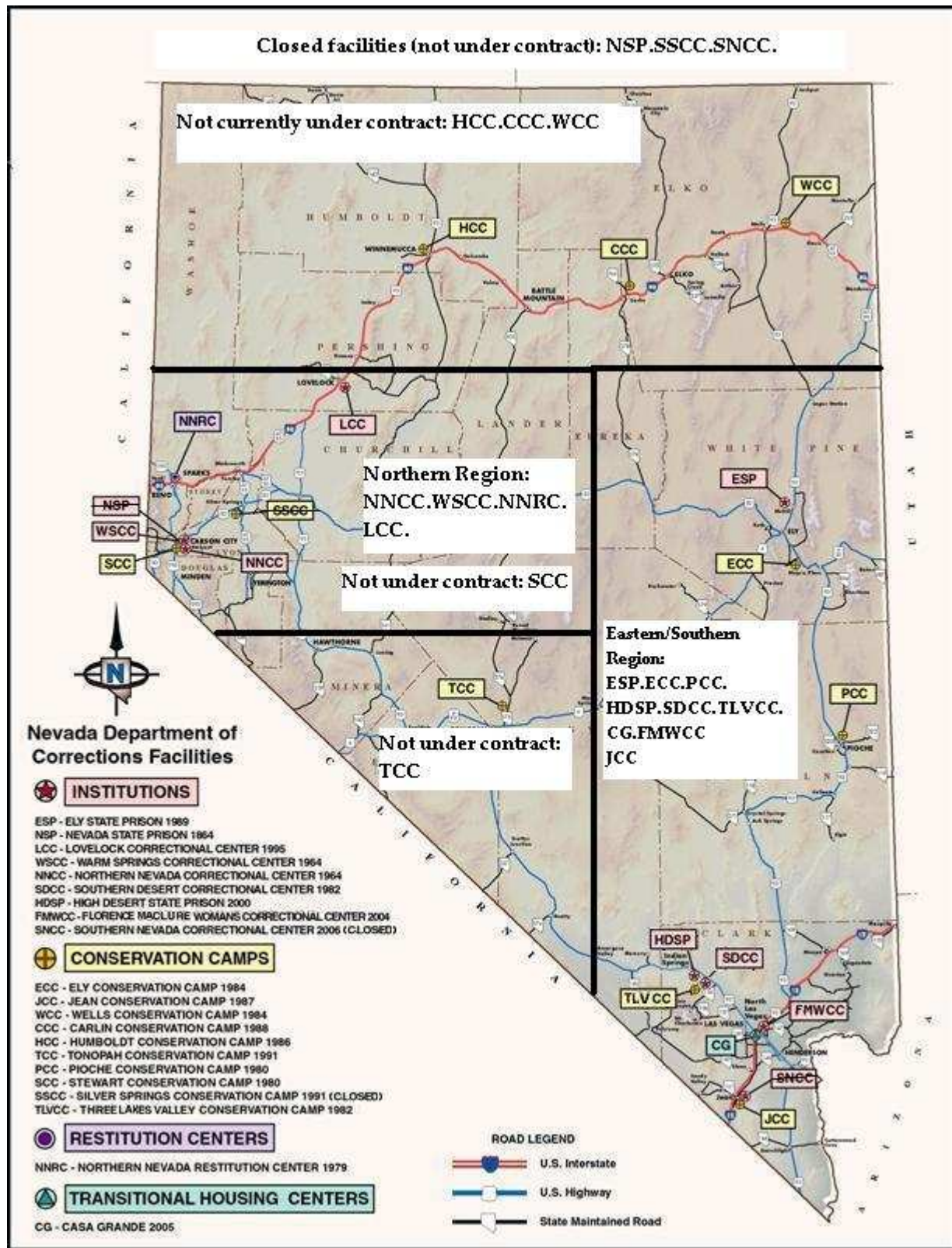
This information will be used only for purposes of determining employability. Chapter 179A of NRS prohibits an employer from dissemination of this information.

**Applicants Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_

**RFP 201207 – Vending Machine Services (Optional Site Visits March 19-23, 2012)**

# ATTACHMENT G NDOC FACILITIES





**ATTACHMENT H**  
**VENDING MACHINE / INMATE POPULATION / ESTIMATED ANNUAL REVENUE**

*Estimated annual revenue information is based on FY11 (July 1, 2010 – June 30, 2011 sales information); with the exception of TLVCC which came on line in March 2011.*

**CARSON CITY**

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Northern Administration Buildings 17 and 89 5500 Snyder Ave. Carson City	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	0				0		\$ .00
N/A	<b>Staff</b>	2				2		\$2,671.55
<b>Total:</b>		<b>2</b>				<b>2</b>		<b>\$2,671.55</b>
Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Northern Nevada Correctional Center (NNCC) 1721 E. Snyder Ave. Carson City	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	2		3	1	2		\$81,006.77
1455	<b>Staff</b>	1		0	0	1		\$1,700.00
<b>Total:</b>		<b>3</b>		<b>3</b>	<b>1</b>	<b>3</b>		<b>\$82,707.47</b>
Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Warm Springs Correctional Center (WSCC) 3301 E. 5 <sup>th</sup> St. Carson City	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1		1	1	2		\$37,470.40
553	<b>Staff</b>	1		0	0	1		\$1,390.15
<b>Total:</b>		<b>2</b>		<b>1</b>	<b>1</b>	<b>3</b>		<b>\$38,860.55</b>

**RENO**

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Northern Nevada Restitution Center (NNRC) 2595 E. 2 <sup>nd</sup> St. Reno	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1		1	1	2		\$19,350.50
94	<b>Staff</b>	0		0	0	0		\$ .00
<b>Total:</b>		<b>1</b>		<b>1</b>	<b>1</b>	<b>2</b>		<b>\$19,350.50</b>

### LOVELOCK

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Lovelock Correctional Center (LCC) 1200 Prison Rd Lovelock	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	2		3	1	2		\$50,967.51
1622	<b>Staff</b>	1		0	0	3		\$566.46
<b>Total:</b>		3		3	1	5		<b>\$51,533.97</b>

### ELY/PIOCHE

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Ely State Prison (ESP) 4569 N. State Rt. 490 Ely	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	3		2		3	1	\$27,180.25
1058	<b>Staff</b>	3		0		4	0	\$11,452.70
<b>Total:</b>		6		2		7	1	<b>\$68,632.95</b>

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Ely Conservation Camp (ECC) Horse & Cattle Camp Rd Ely	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1				2		\$1,601.20
120	<b>Staff</b>	0				0		\$ .00
<b>Total:</b>		1				2		<b>\$1,601.20</b>

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Pioche Conservation Camp (PCC) 1 Hardtimes Rd Pioche	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1				1		\$1,612.45
178	<b>Staff</b>	0				0		\$ .00
<b>Total:</b>		1				1		<b>\$1,612.45</b>

### LAS VEGAS

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Casa Grande Transitional Housing (CG) 3955 W. Russell Rd. Las Vegas								
	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:	Visiting	3				3		\$29,784.95
293	Staff	1				2		\$832.80
Total:		4			5			\$30,617.75

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Florence McClure Women’s Correctional Center (FMWCC) 4370 Smiley Rd North Las Vegas								
	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	Visiting	1		2		2		\$35,002.50
737	Staff	1		0		1		\$1,470.00
Total:		2		2		3		\$36,472.50

### JEAN

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Jean Conservation Camp (JCC) 3 Prison Rd Jean	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1				2		\$4,229.15
169	<b>Staff</b>	0				0		\$ .00
<b>Total:</b>	<b>1</b>		<b>2</b>			<b>\$4,229.15</b>		

### INDIAN SPRINGS

Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
High Desert State Prison (HDSP) 22010 Cold Creek Rd Indian Springs	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1		3	1	4	1	\$123,939.20
3101	<b>Staff</b>	3		0	0	3	0	\$68,649.20
<b>Total:</b>		<b>4</b>		<b>3</b>	<b>1</b>	<b>7</b>	<b>1</b>	<b>\$192,588.40</b>
Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Southern Desert Correctional Center (SDCC) 20825 Cold Creek Rd Indian Springs	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	1		4	1	3	1	\$94,959.55
2055	<b>Staff</b>	2		1	0	2	0	\$7,971.45
<b>Total:</b>		<b>3</b>		<b>5</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>\$102,931.00</b>
Facility Information	Current Vending Machine Information (Approximate Number of Machines / Estimated Revenue)							
Three Lakes Valley Conservation Camp (TLVCC) 20155 Cold Creek Rd Indian Springs	Location	Snack	Hot Food	Cold Food	Hot Beverage	Soda (Cans & Bottles)	Other	Estimated Annual Revenue
Current Population:*	<b>Visiting</b>	2				2		\$7,045.70
248	<b>Staff</b>	0				0		\$.00
<b>Total:</b>		<b>2</b>				<b>2</b>		<b>\$7,045.70</b>

**Not currently under contract for vending machine services:**

Carlin Conservation Camp (CCC) 124 Suzie Creek Rd, Carlin (107 current population)

Humboldt Conservation Camp (HCC) 8105 Conservation Rd, Winnemucca (105 current population)

Stewart Conservation Camp (SCC) 1721 E. Snyder Ave, Carson City (352 current population)

Tonopah Conservation Camp (TCC) 100 Conservation Rd, Tonopah (121 current population)

Wells Conservation Camp (WCC) HC 67-50, Wells (126 current population)

\*current population as of 2/16/12

**ATTACHMENT I  
OPTIONAL SITE VISIT INFORMATION**

**Carson City**

Northern Administration Offices (Building 17 & Building 89) 5500 Snyder Ave Carson City.....03/19/12 @ 8:30 AM  
Northern Nevada Correctional Center (NNCC) 1721 E. Snyder Ave. Carson City .....03/19/12 @ 9:30 AM\*  
Warm Springs Correctional Center (WSCC) 3301 E. 5<sup>th</sup> Street Carson City.....03/19/12 @ 11:00 AM\*

**Reno**

Northern Nevada Restitution Center (NNRC) 2595 E. 2<sup>nd</sup> Street Reno .....03/19/12 @ 1:00 PM

**Lovelock**

Lovelock Correctional Center (LCC) 1200 Prison Rd Lovelock .....03/20/12 @ 9:30 AM

**Ely/Pioche**

Ely State Prison (ESP) 4569 N. State Rt. 490 Ely..... 03/21/12 @ 9:30 AM  
Ely Conservation Camp (ECC) Horse & Cattle Camp Rd Ely..... 03/21/12 @ 11:30 AM\*  
Pioche Conservation Camp (PCC) 1 Hardtimes Rd. Pioche..... 03/21/12 @ 3:00 PM\*

**Las Vegas**

Casa Grande Transitional Housing (CG) 3955 W. Russell Rd. Las Vegas.....03/22/12 @ 8:30 AM  
Florence McClure Women's Correctional Center (FMWCC) 4370 Smiley Rd North Las Vegas.....03/22/12 @ 10:00 AM\*

**Jean**

Jean Conservation Camp (JCC) 3 Prison Road Jean .....03/22/12 @ 1:00 PM

**Indian Springs**

High Desert State Prison (HDSP) 22010 Cold Creek Rd Indian Springs.....03/23/12 @ 8:00 AM  
Southern Desert Correctional Center (SDCC) 20825 Cold Creek Rd Indian Springs .....03/23/12 @ 9:30 AM\*  
Three Lakes Valley Conservation Camp (TLVCC) 21055 Cold Creek Rd Indian Springs.....03/23/12 @ 11:00 AM\*

*\*Start time is approximate based on how long it takes to tour the previous facility.*